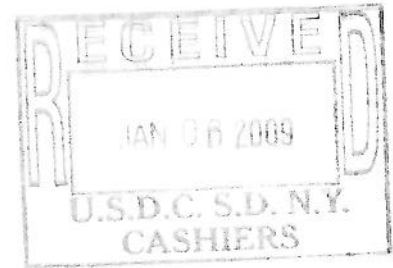


Martin F. Casey (MFC-1415)
Christopher M. Schierloh (CS-6644)
CASEY & BARNETT, LLC
65 West 36th Street, 9th Floor
New York, New York 10018
Tel: 212-286-0225



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MING AN INSURANCE CO. (HK) LTD.
a/s/o JSC ARCELOR MITTAL GROUP,

Plaintiff,

09 CV 00026 (RMB)

-against-

ECF CASE

ALAZARA NAVIGATION S.A., HERMES
CO. LTD., *in personam*; M/V CAPTAIN
USKOV, her engines, boilers, tackle, furniture,
apparel, etc., *in rem*,

Defendants.

-----X

PLAINTIFF'S FIRST AMENDED VERIFIED COMPLAINT

Plaintiff, MING AN INSURANCE CO (HK) LTD a/s/o JSC ARCELOR MITTAL
GROUP (hereinafter referred to as "Plaintiff"), by and through its attorneys, Casey & Barnett,
LLC, as and for its First Amended Verified Complaint against the defendants, alleges, upon
information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.
2. At all times material to this action, plaintiff, MING AN INSURANCE CO. (HK) LTD., was, and still is a foreign corporation duly organized and operating under the laws of a country other than the United States, with an office and place of business located at Ming An

Plaza, Sunning Road, Hong Kong, China, and is the subrogated underwriter of a consignment of 328 cold rolled steel coils laden aboard the M/V CAPTAIN USKOV, as further described below.

3. Upon information and belief, JSC ARCELOR MITTAL GROUP, was and still is a foreign business entity, organized and existing pursuant to the laws of a country other than the United States, with an office and place of business located at Temiratau 1, Republic Avenue, Temirtau 472319, Karaganda Obl, Kazakhstan, and was the owner and shipper of 328 cold rolled steel coils laden aboard the M/V CAPTAIN USKOV, as further described below.

4. Upon information and belief, defendant, ALAZARA NAVIGATION S.A., was and still is a foreign business entity, organized and existing pursuant to the laws of a country other than the United States, with an office and place of business located in Nevis, West Indies and postal address at PO Box 556, Hunkins Plaza, Main Street, Charlestown, Nevis, West Indies, and at all times relevant was the owner, manager, charterer, and/or operator of the M/V CAPTAIN USKOV.

5. Upon information and belief, defendant, HERMES CO. LTD. was and still is a foreign business entity, organized and existing pursuant to the laws of a country other than the United States, with an office and place of business located at 21 Ul Znamenskaya, Sovetskaya Gavan, Khabarovskiy Kray, Russia, and at all times relevant was the owner, manager, charterer, and/or operator of the M/V CAPTAIN USKOV.

6. At all material times the M/V CAPTAIN USKOV was a diesel powered vessel engaged in the common carriage of goods on the high seas, and may be within the jurisdiction of this Honorable Court during the pendency of process hereunder.

7. Plaintiff brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said

consignment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

RELEVANT FACTS

8. On or about January 14, 2008, 328 prime cold rolled steel coils, then being in good order and condition, were loaded aboard the M/V CAPTAIN USKOV at the port of Nakhodka, Russia for transportation to Hong Kong, China in consideration of an agreed freight, pursuant to bill of lading No. 1 issued on behalf of the master of the M/V CAPTAIN USKOV, and dated January 14, 2008.

9. Upon completion of loading, the M/V CAPTAIN USKOV departed from Nakhodka, Russia and sailed for its intended destination.

10. On or about January 20, 2008, while transiting the East China Sea, the M/V CAPTAIN USKOV went missing and is presumed to have sunk.

11. As a result of the loss of the M/V CAPTAIN USKOV, the vessel and plaintiff's cargo never arrived at the intended port of discharge, Hong Kong, China.

12. The loss of plaintiff's cargo did not result from any act or omission on the part of the plaintiff but, to the contrary, was the result in whole or in part of the breach of contract, negligence and/or fault of the defendants, and the unseaworthiness of the M/V CAPTAIN USKOV.

13. By reason of the foregoing, plaintiff has sustained damages in the total amount of at least \$1,717,804.07, no part of which has been paid, although duly demanded.

14. The aforementioned bill of lading and related charter party call for any disputes to be submitted to arbitration in London, England.

15. Plaintiff has appointed an arbitrator in London to proceed with arbitration of the claims set forth herein, and brings this action in order to obtain security for its claims against the defendants.

16. The defendants cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, defendants have, or will have during the pendency of this action, assets within this District subject to the jurisdiction of this Court, held in the hands of garnishees including, but not limited to *ABN Amro, American Express Bank, Bank of America, Bank of New York, Citibank, Deutsche Bank A.G., HSBC Bank USA, J.P. Morgan Chase, Standard Chartered Bank*, and/or *Wachovia Bank N.A.*, which are believed to be due and owing to the defendants.

17. The plaintiff seeks an Order from this Court directing the Clerk of the Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime claims, attaching *inter alia*, any assets of the defendants held by the aforesaid garnishees for the purpose of obtaining personal jurisdiction over the defendant and to secure plaintiff's claim as described above.

WHEREFORE, plaintiff prays:

A. That process in due form of law issue against defendants, citing them to appear and answer under oath all and singular matters alleged in the Complaint;

B. That since the defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of the Court to issue Process of Maritime Attachment and garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies,

tangible or intangible, or any other funds held by any garnishee including, but not limited to, *ABN Amro, American Express Bank, Bank of America, Bank of New York, Citibank, Deutsche Bank A.G., HSBC Bank USA, J.P. Morgan Chase, Standard Chartered Bank, and/or Wachovia Bank N.A.*, which are due and owing to the defendants, in the amount of \$1,717,804.07 calculated to date to secure the plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. An Order recognizing and enforcing a final London arbitration award in plaintiff's favor for the monies owed and the claims herein;

D. That this Court retain jurisdiction over this matter through the entry of any award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof; and

E. The Court order, adjudge and decree that defendants pay to plaintiff the losses sustained herein, together with pre-judgment and post judgment interest thereon and their costs

F. That plaintiff has such other and further relief as the Court may deem just and proper.

Dated: New York, New York
January 6, 2009
228-52

The Plaintiff,
Ming An Insurance Co. (HK) Ltd.

By: 
Martin F. Casey (MFC-1415)
Christopher M. Schierloh (CS-6644)
CASEY & BARNETT, LLC
65 West 36th Street, 9th Floor
New York, New York 10018
Tel: 212-286-0225
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mfc@caseybarnett.com
cms@caseybarnett.com

ATTORNEY'S VERIFICATION

State of New York)
)
County of New York) ss:

1. My name is Christopher M. Schierloh.
2. I am over 18 years of age, of sound mind, capable of making this Verification,
and fully competent to testify to all matters stated herein.
3. I am an attorney in the firm of Casey & Barnett, LLC, as attorneys for the
plaintiff.
4. I have read the foregoing Verified Complaint and know the contents thereof and
believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the
plaintiff is that the plaintiff is a business organization with no officers or directors now within
this District.
6. The source of my knowledge and the grounds for my belief are the statements
made and the documents, and information, received from the plaintiff and agents and/or
representatives of the plaintiff.

Dated: New York, New York
January 6, 2009
228-52



Christopher M. Schierloh

CERTIFICATE OF SERVICE

I hereby certify that a copy of *Plaintiff's First Amended Verified Complaint* was served on the parties below via U.S. mail on January 6, 2009:

Alazara Navigation S.A.
P.O. Box 556 Hunkins Place
Main Street, Charlestown
Nevis, West Indies

Hermes Co. Ltd.
21 Ul Znamenskaya
Sovetskaya, Gavan
Khabarovskiy Kray, Russia

Dated: New York, New York
January 6, 2009
228-52


Christopher M. Schierloh